

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Will Allen/797-2093

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH JENNMAR DIMENSIONAL CONCEPTS, INC. TO LEASE OFFICE SPACE AT 4700 SW 64 AVENUE.

**REPORT IN BRIEF:** The CRA and the Town have been investigating leasing office space to obtain a presence on Davie Road and to help ease overcrowding at Town Hall. In working with the Town, the Town Administrator wanted to place related functions which often work together as a unit within the same building including Community Development Block Grant/Housing, Economic Development and Public Relations. These functions even share office equipment.

Discussions began in October of 2000 with the Chamber of Commerce about leasing space at their building. After a series of negotiations, the CRA and Town looked at alternative locations to see what was available along Davie Road. This was done as there were some concerns about the amount of space available at the Chamber and how the space could be utilized as it somewhat difficult to carve up existing space. A new building was found under construction at 4700 SW 64 Avenue and negotiations were started to review this as an alternative site. The costs of the new building are equal to or less than at the Chamber. This was really the only building along the Davie Road corridor which had the needed available space. Based on having additional space and more usable space and locating along with the CRA office, a lease was negotiated for 4700 SW 64 Avenue.

The form and the legalities of the lease have been reviewed and approved by the Town Attorney

The terms of the lease include a base rent of \$12 per square foot of space. The Town space is 1,458 sq. ft. while the CRA space is 525 sq. ft. This converts into \$1,458 per month for the Town and \$525 per month for the CRA in base rent. There is a small maintenance fee for water usage, landscape and common area maintenance, and exterior building maintenance. The lease would begin March 15, 2001 which allows the finished space to be completed and all phone, computer and electrical lines to be installed. The term of the lease is two years with two options to extend the lease an additional two years each. The Town and CRA have the right to erect appropriate signage. The builder is responsible for completing the build out of the space for offices per the layout proposed by the Town.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:**None

**FISCAL IMPACT:**

Has request been budgeted? no

If no, amount needed: For the remainder of FY 2000-2001 the amount of rent and security deposit totals \$10,935. The annual base rent for the following fiscal year would be \$17,496. In addition, the maintenance fee for the remainder of the fiscal year is \$936. For a whole year the maintenance fee which covers water usage, maintenance of the common areas like parking, and exterior building maintenance is \$1728. In addition, the Town and CRA will incur operation/maintenance costs totaling approximately \$1000 to \$1500 per month. These costs include electricity, telephones, insurance, and cleaning. Based on the amount of space leased the Town would be responsible for approximately \$4800 to \$7200 for the remainder of this fiscal year and \$9800 to \$13,320 for an entire year. The total cost for the remainder of the year for the Town area is estimated at to be \$19,086 for rent, security deposit, maintenance fee and operating/maintenance costs using the highest estimate for operation/maintenance costs. For an entire year the cost would be approximately \$32,544.

What account will funds be appropriated from: \$3500 is to be taken from Account 001-0406-515.05-01 from the Housing and Community Development budget. The remaining \$15,586 is to be taken from Contingency. The funds will be budgeted on a year to year basis hereafter.

**RECOMMENDATION(S):** Motion to approve the Resolution.

**Attachment(s):** Resolution and Lease Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH JENNMAR DIMENSIONAL CONCEPTS, INC. TO LEASE OFFICE SPACE AT 4700 SW 64 AVENUE.

WHEREAS, the Town is in need of additional operating space; and

WHEREAS, the Town and Davie Community Redevelopment Agency have investigated leasing office space on Davie Road to both obtain a presence on Davie Road and to help ease overcrowding and allow personnel to be relocated within Town Hall; and

WHEREAS, the Town has negotiated a lease agreement for 1,458 square feet of space within Suite "B" of a new building located at 4700 SW 64 Avenue owned by Jennmar Dimensional Concepts, Inc.; and

WHEREAS, the Town will be able to function more efficiently at this off-site location and provide a greater service to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize a lease agreement with Jennmar Dimensional Concepts, Inc. to lease office space at 4700 SW 64 Avenue known as Suite "B".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

# LEASE JENNMAR BUILDING OF DAVIE

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of February, 2001 by and between Jennmar Dimensional Concepts, Inc., hereinafter call "Lessor" and the Town of Davie, hereinafter called "Lessee".

## WITNESSETH

Lessor for the consideration hereinafter set forth leases to Lessee for the term and conditions set forth hereinafter does hereby lease the following portion of Lot 5, Palm Gardens Park Unit 2, according to the Plat thereof, as recorded in Plat Book 8, Page 4 of the Public Records of Broward County, Florida containing 6,200 square feet more or less and that space known as:

Suite "B"

4700 South West 64th Avenue  
Davie, Florida 33314

**1. Term:** The lessor leases to the lessee the above described premises for a term of Two ( 2 ) years, commencing on the 15th day of March, 2001 and ending on the 15th day of March, 2003, based on:

One Thousand and Four Hundred Fifty Eight (1,458) Square Feet, which represents 23 point 15 Per Cent ( 23.15% ) of the Lessee's proportionate share of the Jennmar Building Leased Space.

**2. MINIMUM RENTAL:** The lessee hereby agrees to promptly pay to the lessor as minimum rent for the occupancy of said leases premises during the term as set forth above the sum of ONE THOUSAND, FOUR HUNDRED FIFTY EIGHT DOLLARS (\$ 1,458.00) payable in monthly installments as hereafter set forth, in advance and without demand, on the fifteenth day of each and every month of the leased term hereunder. Beginning with the month of March, 2001, the monthly installments of minimum rent during the initial term of this lease shall be as follows:

THE BASE RENT

03/15/2001 through 03/15/2003..... \$ 1458.00 per month

The rental and other charges provided for in this lease do not include any applicable Taxes on commercial tenancies, the payment of which is the responsibility of the Lessee and shall be paid by the Lessee to the Lessor, together with the installments for maintenance and other charges on the same dates such rental payments and other charges are required to be paid in the lease. Notwithstanding the above, the parties acknowledge that Lessee is not subject to sales tax and agrees to provide Lessor with evidence of a tax exemption. Acceptance by the Lessor of rental payments from any entity other than Lessee herein shall not constitute a waiver of any rights of lessor and shall not constitute any acknowledgment of any rights of said entity. All payments and correspondence from Lessee to Lessor are to be addressed to:

Jennmar Dimensional Concepts, Inc.  
4700 S.W. 64th Avenue  
Davie, Florida 33314

or to such other place and/or to such other person and/or company, as the Lessor may from to time designate in writing. If the Lessee should fail to pay any rents, additional rents or other charges within TEN (10) days after the same is become due and payable then Lessee shall also pay to Lessor a late payment service charge of TWENTY FIVE DOLLARS ( \$25.00 ). Any fee charged to the Lessor for returned payment of rent shall also be paid by the Lessee.

The Provisions herein for late payment service charged shall not be construed to extend the date of payment or any sums required to be paid by Lessee hereunder, or to relieve Lessee of it's obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the imposition of such service charge pursuant to this item, Lessee shall be in default under this lease if any or all payments required to be made by Lessee are not made at the time and place herein stipulated, and neither the demand nor collection by Lessor of such late payment service charge shall construed as a cure for such default on the part of the Lessee.

**3. MAINTENANCE FEES:** Maintenance fees from March 15, 2001 through March 15, 2003 shall be in the amount of ONE HUNDRED TWENTY TWO DOLLARS (\$122.00) per month. The maintenance fee can be adjusted annually to off set any warranted increases in an amount agreed upon by the Lessor and Lessee but shall be capped at ONE HUNDRED SIXTY SIX DOLLARS (\$166.00) per month.

The maintenance fee includes water usage, electricity for the exterior common areas, landscape maintenance, maintenance of the parking lot, and maintenance of the exterior of the building and sidewalks.

**4. REAL ESTATE TAXES:** As additional rental, Lessee shall pay to Lessor each and every year the Lessee's proportionate share (23.15%) of any increase in any and all real property taxes assessed against the leased premises from the base year of 2002 in an amount not to exceed a cap of ONE HUNDRED

DOLLARS (\$100.00) per month or ONE THOUSAND, TWO HUNDRED (\$1,200.00) annually. Lessee shall pay Lessor said amount of any tax increase within THIRTY ( 30 ) days after Lessor gives Lessee written notice of said amount and method of calculating same. Failure for lessee to pay said amount within the THIRTY ( 30 ) day period , shall be in default of the lease and the said amount shall bear interest at the rate of TWELVE ( 12% ) percent per year from the end of said THIRTY ( 30 ) day period until paid in full. The parties acknowledge that Lessee may, however is not obligated to, appeal the real property tax assessment at Lessee's option.

**5. USE:** The Lessee agrees to use the leased premises during the term of this lease for:

Administration Offices

only and for no other purpose; and hereby agrees not to use the premises or any part thereof for any illegal or improper purpose, shall use premises in pursuance with all laws and ordinances now and or hereafter applicable; and the said Lessee further conveys that the said premises will not be used for any purpose that will violate any policies of insurance now or hereafter written on the building in which said premises are located or which will increase the rate of premiums thereof.

**6. OPTIONS To Extend The Term:** Lessor hereby grants unto Lessee TWO [2] Options to extend the term of this lease for an additional TWO [2] years each which shall commence on the day after expiration each of the lease terms. The options shall be exercised by the Lessee giving written notice by Certified Mail to Lessor of not less than NINETY ( 90 ) days prior the expiration of the lease terms. Failure to timely exercise said option shall terminate all rights of Lessee under the option period and the Lessor may place a 'FOR RENT' sign in the display window of not more than THIRTY ( 30 ) days prior the expiration of the lease.

The foregoing options to extend the term of the lease shall be contingent upon the Lessee being in good standing and not in default under the terms of the lease at the time of exercise of the option and Lessee timely exercising the option as set forth above.

At the commencement of each option period as set forth above, the base or minimum rental shall be adjusted upward or downward to reflect changes in the Consumer Price Index For All Wage Earners And Consumers for the Miami area. All of the terms, covenants and conditions of this lease shall be applicable for the option period.

**7. Payment Default:** Lessee agrees to pay the rent herein reserved at the time, place and manner aforesaid, and should said rent herein provide at any time remain due and unpaid for a period of TEN (10) days after written notice of default by Lessor, the Lessor shall have the following options:

[A] To consider the Lessee tenant in sufferance and immediately reenter upon the lease premises and take charge thereof, and terminate this lease without any process of law.

[B] To accelerate the maturity of the rental installments of the balance of the term. This option shall be exercised by an instrument, in writing, and signed by the Lessor or it's agents or attorneys, and transmitted to the Lessee notifying that the Lessor declares all unmatured rent installments as presently due payable.

[C] In addition to the options herein granted above, the Lessor may exercise any or all other options available to it hereunder, which options may be exercise concurrently or separately with the exercise of the options contained above, or pursue any other remedies afforded by law.

**8. Assignment or Sublease:** Lessee shall not assign or transfer the whole or any part of this lease or any interest therein , nor sublease the whole or any part of the leased premises, nor contract for the management or operation of the whole or part of the leased premises, nor permit the occupancy of any part thereof by any other person, nor permit transfer of the lease or possession of the leased premises without the consent of the Lessor.

[A] No assignment, even with consent of Lessor, shall relieve Lessee of it's obligation to pay the rent and to perform all of the other obligations to be perform by Lessee hereunder. The acceptance of any rent by Lessor from any other person shall not be deemed a waiver by Lessor or any assignment or subletting.

[B] Each assignment to which Lessor has consented shall be by an instrument in writing, and satisfactory to the Lessor, shall be executed by the Sub-Lessor or Assignor and by the Sub-Lessee or Assignee and the Lessor in each instance as the case may be and each Sub-Lease or Assignee agree in writing for the Lessor herein to be bound by and to perform the terms, covenants and conditions of this lease. One original fully executed instrument of which shall be delivered to the Lessor. Lessee agrees to reimburse Lessor for Lessor's attorney's fees and such other reasonable expenses which Lessor incurs in conjunction with the processing and documentation of any such request for assignment of this lease.

**9. Prohibition Against Nuisance Or Unlawful Use:** Lessee shall promptly execute and comply with all statues, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction prevention, abatement, of nuisances or other grievances, in, upon or connected with the premises during the said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at Lessee expense.

**10. Partial Destruction Of Premises:** In the event the premises shall be destroyed or so damages or injured by fire or other casualty during the term of this lease, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said premises tenantable by repairs within NINETY ( 90 ) days therefrom. The payment of rent shall be prorated in favor of the Lessee until Lessor has made said premises tenantable. If said premises

are not rendered tenantable within said time, it shall be optional for either Lessee or Lessor to cancel this lease, and in the event of such cancellation of which herein mentioned shall be evidenced in an instrument or writing.

**11. Events Of Default:** The prompt payment of rent for said premises upon the dates named, and the faithful observance of the terms and condition printed upon this lease, and which are hereby made part of this covenant, are the conditions upon which this lease is made and accepted, and any failure on the part of the Lessee to comply with the terms and condition of this lease, shall at the option of the Lessor work a breach of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, Lessor's agents or attorneys shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and conditions of this lease, the Lessor, or Lessor's agents and/or attorneys, may immediately reenter said premises and dispossess Lessee without legal notice or the legal institution of any legal proceedings whatsoever. The occurrence of any of the following shall constitute an event of default hereunder:

[A] Discontinuance, desertion or vacation by Lessee or the conduct of it's business or permitting the same to be empty and/or unoccupied for more than THREE ( 3 ) consecutive weeks per calendar year. If the Lessee shall abandon or vacate said premises for more than TWENTY ONE ( 21 ) consecutive days, before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessor may at Lessor's option, forthwith cancel this lease or the Lessor may enter said premises a the agent of the Lessee, by force or otherwise, without being liable in any way thereof, and re-lease the premises with or without any furniture, merchandise or personal belongings that maybe therein, as the agent of the Lessee, at such price or on such terms and for such duration of time as the Lessor may determine, and receive the rent thereof, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized, Lessor will pay over to said Lessee the excess on demand.

[B] The filing of a petition by or against the Lessee for adjudication of bankrupt or insolvent , or for it's reorganization or for the appointment of a receiver or trustee of Lessee's property; any assignment by Lessee for the benefit of creditors, or the taking possession of the property if Lessee by any governmental office or agency or liquidation of Lessee.

[C] Failure of Lessee to pay when due any installments of rent.

[D] Failure to maintain insurance as specified in this lease

[E] Lessee's removal or attempt to remove, or manifesting an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Lessor for all rent which may become



due during the entire term of this lease.

[F] Violation or failure to comply with any governmental agency.

**12. Utilities and Services.** The Lessee shall, at its own expense pay any and all charges for gas, electricity, or other illumination, and all other utilities except water required by Lessee's occupancy of said property, including janitorial cleaning, pest control services and telephone services.

**13. Lessor's Right To Inspect, Repair And Maintain Premises.** Lessor reserves the right to enter said premises at reasonable hours to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and other similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation of the premises.

**14. Repairs And Maintenance:** Lessor shall be responsible for the building structure, the roof, air conditioning & heating, the parking lot and to keep the common areas in neat and clean order. However, Lessee agrees to be responsible for routine cleaning and replacement of filters for the air conditioning and heating unit.

**15. Property Damage:** All personal property placed or moved into the premises shall be at the risk of the Lessee, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants or of any other person whomsoever. It is expressly agreed and understood by and between the Lessee and the lessor in and of this lease that the Lessor shall not be liable for any damage or injury by water, which may be sustained by the Lessee or other person or persons or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer, or septic tank, or sewer pipes, or other leakage in or about the building or premises.

**16. Successors In Interest:** This lease shall bind the Lessor, and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be.

**17. Time Is Of The Essence:** It is agreed and understood by and between the Lessee and the Lessor, that time is of the essence of this lease, and this applies to all of the terms and conditions contained herein.

**18. Notices:** Notices given pursuant to the terms of this lease, or necessary to carry out its provisions, shall be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a

request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present the parties designate the following:

For Town of Davie:

Town of Davie  
Attention: Town Administrator  
6591 Orange Drive  
Davie, Florida 33314

For Jennmar Dimensional Concepts, Inc.

Jennmar Dimensional Concepts, Inc.  
Attention: President  
4700 SW 64th Avenue  
Davie, Florida, 33314

**19. CUMULATIVE RIGHTS:** The rights of the lessor under foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**20. Signs Permitted By Lessee:** It is agreed and understood by and between Lessee and the Lessor, that Lessee is entitled to erect all types of signs allowed by the Town of Davie and in proportionate size to that allowed by the Town of Davie. Any signs, advertising, air conditioners, or other apparatuses may not be erected by the Lessee, or Lessee's agent or employees without the expressed written permission of the Lessor. Under NO CIRCUMSTANCES will any of the above be allowed to be erected or placed on the ROOF of the building or premises. Should Lessee ignore this paragraph, Lessee shall be in default and the Lessee shall be responsible for the removal and correction of any damage, replacement, repairs or roof leakage that may occur to the building or premises and to pay any and all cost and expenses involved in abating the unauthorized use within TEN ( 10 ) days of written notice from the Lessor.

[A] Whenever Lessor's consent is requested herein, said consent shall not be unreasonable withheld.

[B] Lessee shall not place, or cause to be placed any form of vending machine or stand or display of such machine or stand or display on any part of the exterior of the leased or surrounding demised premises.

**21. EXTERIOR MAINTENANCE:** Lessor shall at all times maintain a neat and clean orderly fashion the exterior of the leased premises and the improvements there on, such as, but not limited to, windows, sidewalks and the exterior walls. Should Lessor fail to keep a neat, clean and orderly fashion to the Lessee's satisfaction, Lessee shall have the option of ordering or contracting for, any correcting measures to maintain same as specified herein, and billing Lessor for any and all work and /or material used to correct this

issue.

**22. ENVIRONMENTAL:** Lessee shall at all times comply and cause the leased premises and its activities in and use of the leased premises to comply with any and all Environmental Laws. Lessee shall indemnify , defend, protect, and hold Lessor harmless from and against any and all demands, claims, proceedings, actions or cause of such action, losses, damages, liabilities, fines, cost, or expenses arising from or in connection with, or occasioned wholly or in part by, the application of any Environmental Agency or Law to the acts or omissions of the Lessee or its principals, agents, contractors, employees, servants, licensees or invitees regardless of whether or not such acts or omissions occur in or on the leased premises. In addition to the fore going, Lessee shall not store or use or cause to be used any liquid petroleum products, hazardous material, or environmental sensitive material in or on the premises during the term of this lease. Should Lessee violate anything in this paragraph, Lessee shall be in immediate default.

**23. Mortgage:** This lease is subject and subordinate to any and all mortgages which may now or hereafter encumber or of effect in part or all of the demised premises. As regards to subordination of this lease to any and all future mortgages, this provision is self-executing; but the Lessee will, at Lessor's demand execute a competent instrument subordinating this lease to the lien of such future mortgage or mortgages. Lessee agrees that Lessee will, within TEN ( 10 ) days after written request by the Lessor, sign and execute a statement of the status of this lease, setting forth either that it is in full force and effect, unmodified, or if modified, setting forth the substance of such modification agreement and such statement shall contain direct and specific answers to such statements and shall contain direct and specific answers to such other questions, regarding the status of lease, as the Lessor shall have included in the Lessor's request for such information. Any failure within said period of TEN ( 10 ) days after written request by the Lessor, shall constitute a representation that this lease is in good standing in accordance with the terms and unmodified which representation of any prospective purchaser of the Lessor's interest in the demised premises, or any mortgage or assignee of any mortgage upon the Lessor's interest in the demised premises after the expiration of said TEN ( 10 ) day period, may rely upon as being true and correct. The parties agree that Lessee shall be provided with a subordination, non-disturbance, and attornment agreement (SNDA) from Lessor's mortgagee, in mortgagee's standard form, at Lessee's request.

**24. INSURANCE:** The Lessee shall carry and maintain at all time s during the term of this lease, general public liability insurance covering the premises and Lessee's use thereof against any claims for personal injury or death and any property damage occurring upon, in or about the premises, such insurance to afford protection to the limit of not less than:

THREE HUNDRED THOUSAND DOLLARS  
( \$ 300,000.00 )

in respect of injury or death to any number of persons arising out of any one occurrence and property damage arising out of any one occurrence. All

policies of insurance provided for herein shall be issued in form acceptable to Lessor by an insurance company satisfactory to Lessor and qualified to do business in the state of Florida. Each and every policy:

[A] Shall reflect the address of the insured premises.

[B] Shall be delivered ( or a certificate thereof ) to the Lessor within THIRTY ( 30 ) days prior to the expiration of each and every such policy as often as any such policy shall expire or terminate. Renewal or additional policies shall be produced and maintained by Lessee in like manner and to like extent.

In the event that the plate glass windows are broken within the Lessee's area, the Lessee will totally cover the cost of replacement or repair if the damage is by the Lessee or an agent of the Lessee.

**25. Indemnification:** To the extent authorized by law, (up to and including the limits specified by Florida Statutes Chapter 768.28) the Lessee agrees to hold harmless and indemnify Lessor from and against liability for bodily injury and/or property damage which occurs on the leased premises and results from the Lessee's negligence.

**26. Eminent Domain:** It is agreed and understood by the Lessee and the Lessor under the taking by means of Eminent Domain that by the:

[A] Entire or Substantial Taking: If the entire demise premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Lessee's business notwithstanding restoration by Lessor as hereafter provided, shall be taken under the powers of Eminent Domain, this lease shall automatically terminate as of the date on which the condemning authority takes possession.

[B] Partial Taking: In the event of any taking under the power of Eminent Domain which does not so result in termination of this lease, the fixed minimum rental payable hereunder shall be adjusted, effective as of the date on which the condemning authority takes possession, in the same proportion which the floor area of the portion of the demised premises prior to the taking. Lessor shall promptly at Lessor's expense restore the portion of the demised premises not so taken to as near as its former condition as is reasonably possible, and this lease shall continue in full force and effect.

[C] Awards: Any awards for the taking of all or any part of the demised premises under the power of Eminent Domain shall be the property of the Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing contained herein, however, shall be deemed to preclude the Lessee from obtaining, or to give Lessor any interest in, any award to Lessee for loss or damage to Lessee's trade, business, fixtures, and removal of personal property, or for the damage for cessation or interruption of Lessee's business.

**27. Termites:** In the event the Lessor finds it necessary to treat the demised

premises or surrounding premises for the eradication of termites, or any other wood destroying organisms, the Lessee agrees to cooperate fully with the exterminating company and contractor for any required treatment in an expedient manner. Any such required treatment shall be at the Lessor's expense. The Lessee agrees and understands that Lessee shall not look to the Lessor for any loss of business revenue in such event.

**28. PARKING:** As of the condition of the rent paid by the Lessee, and during the hours that Lessee is open for business, the Lessee, its guests, patrons, members, customers, employees, agents or clients shall have the right to use in common with the other tenants of the Jennmar Building of Davie Parking Lot, and their guests, patrons, members, customers, employees, agents or clients. Lessee shall not have a right to any specific parking space or spaces within the parking lot. There shall be no parking of commercial trucks, trailers, boats or R/V's in said parking lot.

**29. Security Deposit:** The Lessor hereby acknowledges and is in receipt from the Lessee as Security Deposit the total Sum of :

ONE THOUSAND, FOUR HUNDRED FIFTY EIGHT DOLLARS  
( \$1,458 .00 )

to be held as collateral security for the payment of any unpaid rents, repairs or replacement of any damaged property and other sums of money payable by Lessee under this lease, and for the faithful performance of all other covenants and agreements of the Lessee hereunder. Should Lessee fail to make any payment under the terms of this lease, Lessor may apply part or all of the security to rectify the deficiency. Lessee hereby waives the benefit of any provision of the law requiring such deposits to be held in escrow or in trust , and said deposit shall be deemed to be the property of the Lessor and may not be co-mingled by Lessor's with Lessor's own funds.

[A] At the end of the full term of this lease, Lessor shall have TEN ( 10 ) days from possession of the demised premises to inspect said premises for any damage, and shall refund in whole or part said security deposit with an accounting of any deductions for repair or replacement for damages.

**30. Transfer of Title:** Lessor may transfer the funds deposited hereunder by the Lessee to the purchaser of Lessor's interest in the leased premises, and in the event that such interest is sold, and thereupon Lessor shall be released from any further liability with respect to such deposit, provided that new purchaser specifically assumes and acknowledges in writing, its liability for the deposit.

**31. NO RECORDING OF LEASE:** This LEASE IS NOT TO BE RECORDED. In the event this lease is recorded by Lessee, then at the option of the Lessor, the Lessee shall be deemed in default and this lease shall accelerate to the full maturity of the rent installments for the full balance of the term, or void this lease and the Lessee shall be as tenant at sufferance.

**32. Build Out:** The parties acknowledge that this lease contemplates a "build

out” of the space to be occupied by Lessee pursuant to Exhibit “A” hereto and that the initial cost of the build out including but not limited to constructing walls, ceilings, flooring including carpeting, plumbing and all wiring will be done by the Lessor. Lessor acknowledges it is his responsibility to have the build out completed by March 12, 2001.

**33. LIABILITY for CONDITION of PREMISES:** The Lessee has inspected and accepts the condition of the leased premises upon the executing of this lease subject to build out, and the Lessee understands and agrees that the Lessor shall not be responsible or liable to the Lessee or to any of the Lessee’s guest, patrons, members, customers, employees, agents or clients by reason of the condition of the leased premises or any improvements, fixture or other personal property thereon or therein located. It shall be the duty of the Lessee to maintain and insure the leased premises at all times including electrical and plumbing, in a safe condition at the Lessee’s expense. No responsibility nor liability shall rest upon the Lessor for the condition of the said leased premises or the equipment, improvements thereon or therein located.

**34. REMOVAL OF LESSEE’S PROPERTY:** Lessee shall have the right upon termination of this lease, providing Lessee is not in default under the terms of this lease, to remove from the leased premises all furniture, fixtures, shelving, rods, counters, interior decor, and other personal property installed in the premises by the Lessee, providing however, the Lessee shall leave said premises in as good order and condition as the premises were upon the commencement of this lease, except for normal wear and tear.

**35. RADON GAS:** In 1988, the Florida Legislature passed a provision that requires the following notification to be provided on at least one document form or application, executed at the time of or prior to, a Contract for Sale and Purchase of any building, or executing of a Rental Agreement ( lease ) for any building:

“RADON GAS is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of Radon that exceed federal or state guidelines have been found in buildings in Florida. Additional Information regarding Radon and Radon testing may be obtained from your County Health-Unit.”

**36. TENANCY EXTENSION:** If the said Lessee should occupy the leased premises with or without the consent of the Lessor after the expiration of this Lease and the rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this Lease for a term of ONE ( 1 ) month only from the date of such expiration, and any occupancy thereafter shall operate to extend this Lease from Month-to-Month only.

TOWN OF DAVIE

Attest:

By:

\_\_\_\_\_, as Lessee

Harry Venis, Mayor

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Town Clerk

----- day of February, 2001

APPROVED AS TO FORM:

BY -----  
Town Attorney

JENNMAR DIMENSIONAL CONCEPTS, INC.

-----  
as Lessor  
Witness

By: -----,

Barbara Belyeu  
President